

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

UNITED STATES OF AMERICA,	§	
	§	
Plaintiff,	§	
	§	
versus	§	Civil Action C-19-208
	§	(CDCS: 2015A14015)
Rene G. Figueroa,	§	
	§	
Defendant.	§	

Complaint

1. *Jurisdiction.* The district court has jurisdiction because the United States is a party. *See* U.S. CONST., art III, § 2, and 28 U.S.C. § 1345.
2. *Venue.* The defendant resides in Nueces County, Texas, and may be served with process at 7450 Convair Drive, Corpus Christi, TX 78412.
3. *The Debt.* The debt owed to the United States arose through a promissory note.

The debt on the date of the Certificate of Indebtedness was:

A.	Current principal	\$	1,250.50
B.	Interest (capitalized and accrued)	\$	996.11
C.	Administrative fees, costs, penalties (Including \$400.00 Filing fee)	\$	400.00
D.	Attorney's fees	\$	785.00
E.	Balance due	\$	<u>3,431.61</u>

F. Prejudgment interest accrues at 3.13% per annum being \$0.11 per day.

G. The current principal in paragraph 3 A is after credits of \$750.00.

4. *Default.* The United States has demanded that the defendant pay the indebtedness, and the defendant has failed to pay it.
5. *Prayer.* The United States prays for judgment for:
 - A. The sums in paragraph 3, pre-judgment interest, administrative costs, and post-judgment interest.
 - B. Attorney's fees; and,
 - C. Other relief the court deems proper.

Respectfully submitted,

CERSONSKY, ROSEN & GARCÍA, P.C.

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Attorneys for Plaintiff

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Rene G. Figueroa
7450 Convair Drive
Corpus Christi, TX 78412-5146
Account No. XXXXX9659

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 09/22/14.

On or about 10/01/95, the BORROWER executed promissory note(s) to secure loan(s) of \$1,646.00 from the U.S. Department of Education. This loan was disbursed for \$1,646.00 on 10/10/95 through 01/10/96 at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 04/16/00. Pursuant to 34 C.F.R. § 685.202(b), a total of \$151.37 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$750.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$1,250.50
Interest:	\$996.11

Total debt as of 09/22/14:	\$2,246.61
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Interest accrues on the principal shown here at the current rate of 3.13% and a daily rate of \$0.11 through June 30, 2015, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on:

12/4/2014


Loan Analyst
Litigation Support Unit

